

CONTRACT TO INSURE CITIZEN PARTICIPATION

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

PARK PLAZA CIVIC ADVISORY COMMITTEE

A G R E E M E N T

THIS AGREEMENT, made this ____ day of June 1991, by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, organized and existing pursuant to the provisions of Chapter 121B of the General Laws of the Commonwealth of Massachusetts, hereinafter called the "Authority" and the PARK PLAZA CIVIC ADVISORY COMMITTEE, INC., a charitable corporation organized and existing under the laws of the commonwealth of Massachusetts, hereinafter called the "CAC";

WITNESSETH THAT:

WHEREAS, it is desirable to encourage the existence of active communities and to give the citizens of those communities a major advisory role in the further planning and development of the Park Plaza Urban Renewal Plan and the Park Plaza Urban Renewal Project; and

WHEREAS, the Agreement between the Authority and the CAC executed September 12, 1974, and amended October 17, 1975, May 16, 1977 and September 27, 1977 has expired with the financial commitment stipulated in the Agreement between the Commonwealth of Massachusetts, Department of Community Affairs and the Boston Redevelopment Authority dated June 21, 1974 having been fulfilled; and

WHEREAS, the Authority and the CAC have expressed their mutual desire to continue to

cooperate with one another in the preparation and implementation of future plans and redevelopment of the Project Area:

NOW, THEREFORE, in mutual consideration of the covenants herein contained, the Authority and the CAC agree as follows:

I. COVENANT OF COOPERATION

The Authority and the CAC agree that the CAC shall participate actively in an advisory role in all of the stages of the planning, renewal, and redevelopment of the Park Plaza Urban Renewal Area, and that the Authority and the CAC shall cooperate fully in such participation.

II. SCOPE OF SERVICES

The CAC, in keeping with the objectives stated above, shall perform the following services:

A. The CAC shall act to facilitate community participation in the planning and development of the Park Plaza Urban Renewal Project. The CAC's role shall be advisory to the Authority and it shall submit written documents to the Authority on matters of community concern relating to the Project within comment periods as specified in applicable regulations or as reasonably requested by the Authority.

B. The CAC agrees to hold regular, open meetings, in accordance with its practices, in order to share information, elicit community responses, and develop recommendations for the planning, development, and post-development activities of the Project;

C. CAC agrees to maintain a complete set of minutes of its meetings concerning the Project and to make these records available to the public and the Authority upon request.

D. CAC agrees to communicate regularly with the Authority in order that the Authority

may accurately assess the interests and concerns of the community and respond to the needs expressed.

E. CAC shall submit an annual report to the Authority on its activities.

F. The Authority and CAC acknowledge that CAC is comprised of a broad base of community, civic and business groups. In an effort to preserve the essential character of the present membership of CAC, CAC shall not modify Section 3 appearing on page 3A of its Articles of Organization or Section II of its By-Laws in such a way as to alter such essential character without the prior written consent of the Director of the Authority. Further, the essential character and representative nature of the present membership of CAC shall not be altered. However, the CAC may elect additional members pursuant to its Articles of Organization and By-Laws. The CAC shall not be responsible for the voluntary withdrawal of any member of CAC or for the failure of any member of CAC to participate in any CAC activities, and no such withdrawal or failure shall constitute a default under this Paragraph F.

III. COMMUNICATION OF INFORMATION

A. The Authority agrees to conduct regular and timely meetings with the CAC, as appropriate to the level of development activity, in order to advise and inform the CAC as to status of planning and development for the Urban Renewal Area as a whole and with respect to each disposition parcel within the Area.

B. Upon request of CAC, the Authority agrees to provide reasonable amounts of professional advice in such fields as law, finance, engineering, architecture, city planning, and other fields in which the Authority's personnel are qualified provided no conflict of interest arises and subject to availability consistent with the Authority's other program objectives and commitments.

C. The Authority agrees, upon the commencement of planning a proposal for the development of any disposition parcel, or at the commencement of preparing any change in the Urban Renewal Plan, to inform the CAC of such proposal forthwith.

D. The Authority agrees to provide the CAC open and free access to all planning data, studies, surveys, reports, contracts, plans, proposals, specifications, applications and related information available to the Authority except where a document is privileged or confidential, represents a preliminary draft of the Authority's own work product, or contains proprietary information or information that would interfere with the private rights of individual citizens.

E. The Authority shall forthwith notify the CAC of the tentative selection of any new developer, of any proposed change in the Urban Renewal Plan, of any proposed change in zoning or use of any land or building of which the Authority becomes aware, and of any requests for advertisement for bids for capital improvements to public facilities, open spaces or streets and shall do so in a timely manner to allow the CAC a reasonable opportunity to review such information prior to any relevant submission to the Board.

G. The Authority shall submit to the CAC any memorandum or action related to the Project not less than fifteen (15) days prior to submission to the Board and shall notify the CAC of the Board action on any such item by the end of the following day.

IV. MUTUAL COOPERATION IN PLANNING AND IMPLEMENTATION OF PROJECT AREA

A. The Authority and CAC mutually agree that CAC shall be permitted in an advisory capacity to participate actively in all stages of the further planning of the Park Plaza Project.

B. The parties agree that each of them has a responsibility to participate in any environmental impact review as may be required of them by law and (a) to ensure that the social, economic and environmental effects of all aspects of the Park Plaza Urban Renewal Project are

fully investigated and reported; (b) to ensure that all feasible measures have been taken to avoid or minimize adverse social, economic and environmental effects and (c) to ensure that meaningful alternative development plans are fully investigate every stage of the planning process.

C. The failure of either party to perform any provision of the Work Program pursuant to the Park Plaza Urban Renewal Plan, or of Paragraph B, Section IV of this Agreement shall not be deemed a default hereunder, and neither party shall maintain any cause of action or seek any arbitration against the other for any failure or alleged failure to perform any such provision. The responsibility of the Authority for certifying the completeness of the Work Program, or any portion thereof, as required by the Department of Community Affairs' approval dated March 5, 1974, shall not be affected hereby.

D. If and whenever CAC deems it desirable, the Director of the Authority will assist CAC in obtaining direct access to the Board of the Authority and to the Mayor of the City of Boston.

V. AMOUNT, TIME AND MANNER OF PAYMENT

A. The Authority shall make available to the CAC funding not to exceed \$2,500.00. Funding shall be used solely to defray expenses incurred in the provision of the services enumerated herein including retention of a Planning Consultant. The Authority shall reimburse the CAC quarterly for expenses that are consistent with an annual budget as approved in advance by the Authority's Project Coordinator in accordance with the terms and conditions of this Agreement. The CAC on or before the last day of each quarter shall furnish the Authority with a progress report detailing services which it provided during the previous quarter and a schedule of all meetings for the following quarter. Such progress report shall be accompanied by an itemized financial statement which shall accurately reflect its receipts, credits, disbursements and incurred

expenses related to services described under this contract. Such financial statement shall indicate the amounts and names of persons paid and the dates of payments with subject funds.

B. In addition to these foregoing funds, the Authority shall provide the CAC up to \$8,970.00 for documented, approved consultant services and operational expenses in conjunction with the CAC's advisory role for the Park Plaza Urban Renewal Project.

C. If any time during the term of this Agreement, the Authority determines the CAC is not in compliance with the terms of this Agreement, it shall have the right to demand repayment of monies advanced hereunder pending such compliance by the CAC.

D. The Authority either by its staff or an independent auditor of its choosing, conduct an audit of the records of expenses incurred by the CAC in the use of funds provided under this Agreement.

E. The Authority's maximum payment under this grant agreement shall not exceed \$11,470.00.

VI. MISCELLANEOUS

A. The terms and provision of this Agreement shall not abrogate nor conflict with the responsibilities of the Authority as established by State and Federal law, and any provision which causes such abrogation or conflict shall be invalid. The provisions thereof are severable and the invalidity of one provision shall not be deemed to affect the validity of other provisions or of the document as a whole.

B. With the written approval of the Authority, the CAC may delegate certain of its responsibilities hereunder, provided such delegation is not prohibited by any law or regulations promulgated by HUD or the Authority.

C. The parties hereby acknowledge and agree that all references to the Civic Advisory

Committee, Civic Advisory Board, or Civic Advisory Corporation in any documents or correspondence relating to the Park Plaza Urban Renewal Project shall be deemed to refer exclusively to the CAC.

VII. TERM OF AGREEMENT

The parties hereby agree that this Agreement shall remain in force for one year from the date of execution thereof and may be extended for one year periods subject to the approval of the Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement in five counterparts to be duly executed under seal of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

Stephen Coyle, Director

PARK PLAZA CIVIC ADVISORY COMMITTEE

Stella Trafford, President

Approved As to Form:

General Counsel for
Boston Redevelopment Authority

Stella Trafford
Stella Trafford, President
Park Plaza Civic Advisory Committee

PARK PLAZA CIVIC ADVISORY COMMITTEE

July 16, 1991

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
One City Hall Plaza
Boston, MA 02201

Dear Mr. Coyle,

RE: Park Plaza CAC Funding

At the request of the Boston Redevelopment Authority's Finance Department, I am providing a general accounting of the recent expenditures and current financial status of the Park Plaza Civic Advisory Committee.

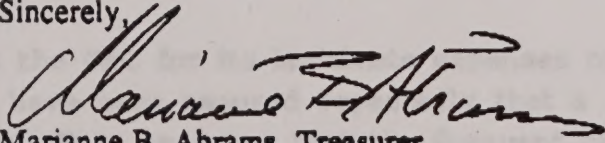
As you are aware, the CAC has been using its reserve funds to fulfill its role as a civic advisory body to the BRA. The last reimbursement received from the BRA was in April of 1980. At that time a total of \$152,000 had been allocated from 1974. To date, the CAC has a \$590.16 balance in its account.

The CAC has continued to fulfill its advisory role at the BRA's request with the focus of its efforts over the last three years being on the review of the Linkage II - Park Square/Transitional Housing proposal. As a result, the CAC has incurred non-reimbursed expenses totaling \$9,553.00. These expenses were for the technical consultant services provided by Dean Johnson (the invoices for these services have been forwarded to the BRA Finance Department). These services were utilized primarily for the review of the Pavilion at Park Plaza development proposal.

We certify that the work done by Dean Johnson for the amount of \$9,553.00 was done in a satisfactory manner and was in accordance with the agreement between the Boston Redevelopment Authority and the Park Plaza Civic Advisory Committee.

We are now seeking a reimbursement grant of \$8,967.00 to supplement the remaining funds in the CAC account to pay these expenses. We have been attempting to secure reimbursements for several years and hope that this final request will be granted. Should any additional information be needed, please do not hesitate to contact me.

Sincerely,


Marianne B. Abrams, Treasurer
Park Plaza Civic Advisory Committee

Park Plaza Civic Advisory Committee

Stella Trafford, President
380 Marlborough Street
Boston
Massachusetts 02116
617-267-8837

Back Bay Association
Bay Village Neighborhood Association
Beacon Hill Civic Association
Boston Building and Construction Trades
Council of the Metropolitan District
Boston Theater District Association
Boston Preservation Alliance
Chinese Consolidated Benevolent
Association of New England
Chinese Economic Development Council

Downtown Crossing Association
Four Seasons Condominium Association
Friends of the Public Garden
Greater Boston Chamber of Commerce
Greater Boston Real Estate Board
Heritage-on-the-Garden Condominium
Association
League of Women Voters of Boston
Neighborhood Association of the Back Bay
Park Plaza Improvement Association

July 8, 1991

Mr. Stephen Coyle, Director
Boston Redevelopment Authority
1 City Hall Square
Boston, MA 02201

Dear Mr. Coyle,

I fail to understand the continuing delay of the BRA to live up to its commitments to the Park Plaza Civic Advisory Committee. The fact that the CAC-BRA contract technically had expired in 1980 did not prevent the CAC from actively advising the Authority on Park Plaza development issues throughout the 1980's. Rather the CAC was able to husband its limited funds and operate without additional BRA reimbursements until late in 1988. Our parsimony was consciously cultivated during the financial pressures wrought by Proposition 2 1/2 in the early eighties and continued thereafter.

As it became apparent in late 1988 that out funds would need to be replenished following the long series of design review meetings for the Pavilion project, we were assured that contract amendments were being prepared for submission to the Board (see CAC meeting minutes of 9/14/88 and 10/25/88.) When we were asked to submit invoices for reimbursement to draw down an existing account balance (remaining from our last 1979 contract funding), we did so (see minutes of 2/15/89.)

The issue of reimbursing the CAC for its legitimate expenses has festered ever since. We have been assured repeatedly that a solution was in the works. It is apparent that the frequent change in BRA personnel assigned to the project has resulted in poor follow-through. I was asked to review our consultant's invoiced activities previously and did so, writing to you on April 5, 1991.

at its request

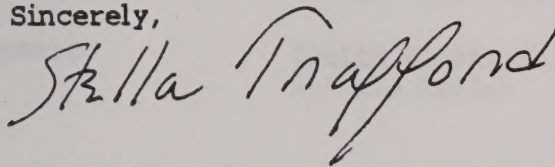
CAC

Mr. Stephen Coyle
July 8, 1991
page 2

I assure you that his activities from 1988 through 1990 were all directly related to the development of the Park Plaza Urban Renewal Area. The outstanding balance of his bills from 1988 is \$3,558. The invoices for 1989 and 1990 total \$5,995. I have attached copies of meeting minutes from 1988 and 1989, and copies of relevant correspondence between the CAC and BRA regarding this funding.

I expect that you will be able to explain our dilemma to the Board so that no misunderstandings remain and our contract extension and funding are finally approved.

Sincerely,

A handwritten signature in cursive script that reads "Stella Trafford". The signature is written in dark ink and is positioned below the word "Sincerely,".

Stella Trafford,
President

attachments

MINUTES OF A MEETING

September 14, 1988

A Meeting of the Park Plaza Civic Advisory Committee, Inc., was held in the offices of CBT/Childs Bertman Tseckares & Casendino, Inc., 306 Dartmouth Street, Boston, MA. on Wednesday September 14, 1988. The meeting was called to order by the President, Mrs. Trafford, at 4:35 p.m.

ATTENDANCE

Civic Members: Neighborhood Association of the Back Bay
Stella Trafford (d)

Commercial Members: Back Bay Association
Marianne Borlin Abrams (d)

Park Plaza Improvement Association
Hallam Smith (d)

General Members: Boston Preservation Alliance
Antonia Pollak

Also present were:

Four Seasons Place Al Klebe

Heritage on the Garden Jeanne Gardner, Meredith Kilpatrick

BRA Victor Karen, Tom Maistros, Ann Johnson, Oussama Kabbani, Michael Kau, Muhammad Abdus Sabur

EOEA/MEPA Unit Joe Freeman

Pavilion Eden Milroy, Kent Gonzales

HMM Associates Mitch Fischman

CBT Richard Bertman, Ali Rizvi

CAC consultant Dean Johnson

CONTENTS

1. Minutes
2. Financial Report
3. Vote on New Members
4. Review of BRA Draft Scope of Work for Environmental Studies

1. Minutes

Minutes for the meetings of 8/3/88 and 8/24/88 were distributed and reviewed briefly. The President put off further consideration of them until the next meeting to provide more time for review.

2. Financial Report

Hal Smith, CAC Treasurer for eight years, presented his final report to the President. It consisted of a complete accounting of all monies received and spent from the beginning of 1980 through mid-September 1988, with all records turned over to the new Treasurer, Marianne Abrams; a discussion of the account transfer which will be facilitated by the Clerk with a certification of the election of the Treasurer to the bank; and an historical reminiscence beginning with Larry Perera and Bernie Borman and running past Henry Lee, Dan Ahern, Tony Blackett, Jon Straight and Vince Moore, among others.

The current CAC balance is \$2,914.16. Bills have been paid through April 1989. Victor Karen reported that the request for refunding would be submitted to the BRA Board in the form of an amendment to our contract with the BRA in the near future.

3. Vote on New Members

A discussion of the representation of the new residents of the Park Square area (Four Seasons Place and the residences at Heritage on the Garden) was initiated by Hal Smith, who indicated that the Park Plaza Improvement Association was, in fact, a syndicate organization. The legitimate business interests in Park Square--including the Park Plaza Hotel and Office Tower, the Four Seasons Hotel, the Heritage on the Garden offices and retail businesses, City Place at the State Transportation Building and the businesses along Piano Row--can be represented by the Back Bay Federation (many already are) or reorganize. It was apparent according to the by-laws that the residential component should be represented separately.

A motion was made, therefore, by Hal Smith to invite the Four Seasons Condominium Association and the Heritage on the Garden Condominium Association to accept representation on the CAC. Seconded by Ms. Abrams and Ms. Pollack, the motion was adopted unanimously.

4. Review of BRA Draft Scope of Work for Environmental Studies

Victor Karen, BRA project coordinator, introduced Muhammad Sabur, the BRA staff person most familiar with the Article 31 process. Article 31 of the Boston Zoning Code requires a Draft Project Impact Report, for which a draft scope of work was prepared by the BRA. Victor distributed copies of this "preliminary draft" for review.

Victor also introduced Joe Freeman from the MEPA unit of the Office of Environmental Affairs; MEPA will review the impact report submitted to the CAC, to assure consistency with the original EIR approvals and compliance with later requirements.

Victor summarized the purposes of Article 31 and the timetable to be followed. Within 45 days of a submission, the agency must issue a Preliminary Adequacy Determination. Similarly, within 45 days of receiving the final report, a final determination must be made. The alternatives normally required in this process will not be studied in this case since alternatives were analyzed for the original EIR and the present alternative is the least massive one proposed (other than no build.)

Muhammad Sabur then went through the draft Scope of Work explaining its contents--project summary; transportation component; environmental protection component (wind, shadow, air quality, solid waste, noise, construction impacts, etc.); urban design and infrastructure. Financial information is also required but will not be made public since some of it will be proprietary.

The BRA representatives emphasized that the distributed draft was preliminary and would undergo a variety of changes as it was reviewed within the agency and in response to CAC and other city agency comments. Joe Freeman noted that there would also be state agency review of the project. For example, DEGE regulations require that the sewerage contribution from the project be mitigated.

A meeting will be scheduled for the CAC to respond to the scope of work within the next few weeks. Comments or questions can be directed to Dean Johnson or to Muhammad Sabur at the BRA.

The meeting was adjourned at 6:30 p.m.

MINUTES OF A MEETING

October 25, 1988

A Meeting of the Park Plaza Civic Advisory Committee, Inc., was held in the offices of CBT/Childs Bertman Tseckares & Casendino, Inc., 306 Dartmouth Street, Boston, MA. on Tuesday October 25, 1988. The meeting was called to order by the President, Mrs. Trafford, at 1:00 p.m.

ATTENDANCE

Civic Members:

Bay village Neighborhood Association
June McCourt (d)

Neighborhood Association of the Back Bay
Stella Trafford (d)

Four Seasons Place Condominium Association
Al Klebe (a)

Heritage-on-the-Garden Condominium Association
Meredith Kilpatrick (d), Jeanne Gardner (a)

Commercial Members:

Back Bay Association
Marianne Borlin Abrams (d), Mark Olezck

Park Plaza Improvement Association
Paul Faraca

General Members:

Boston Preservation Alliance
Antonia Pollak

Also present were:

BRA Muhammad Abdus Sabur, Michael Kau

Pavilion Eden Milroy, Kent Gonzales

CBT Richard Bertman, Ali Rizvi, Wen-Chi Chou

CAC consultant Dean Johnson

CONTENTS

1. Minutes
2. Financial Report
3. Report on Project Impact Report Work Program
4. Progress Review of CBT Design

1. Minutes

Minutes of the past several meetings (8/3, 8/24, 9/14 and 10/3) were approved without revision.

2. Financial Report

Muhammad reported that BRA staff was preparing a memo on CAC refunding which would be submitted in about two weeks.

3. Project Impact Report Work Program and CAC Comments

Dean reported on the scoping meeting which was held October 3, minutes of which were mailed to members. A copy of the letter sent by the CAC President to the BRA with comments on the scope of work was passed among members. It dealt with the "Urban Design Component" of the work program and recommended study of two options regarding the Emancipation Group Statue--relocation within the present site and relocation to another site in the city.

4. Progress Review of CBT Design

Richard Bertman began his presentation with a description of alternatives regarding the statue location and treatment of its surrounding area. Stella Trafford pointed out the need for open space around the statue for its proper viewing, as originally intended. After lengthy discussion of various ideas, the Committee agreed to recommend the alternative suggested by Stella for further study; this involves reducing the existing paved area where Columbus Avenue joins Providence Street to enlarge the open park area around the statue and then centering of the statue within this enlarged area. The statue would not be moved from within existing parkland boundaries, as currently understood, under this alternative. Stella agreed to communicate the details of this suggestion to the BRA via a letter (see copy attached.)

Discussion then centered around detailing of the proposed building, the types of materials (precast stone in a limestone color, for example), and details of the porte cochere. Issues of chimney height, brick and mortar color, and details of the cornice lines were discussed. The question of usable versus actual height of the building was again reviewed (the maximum roof height will

Park Plaza Civic Advisory Committee
Minutes of October 25, 1988
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be 179 feet; mechanicals occupy some 22 feet at the top.) Richard Bertman noted that the plans were still at a "pre-schematic" stage. The CAC would again have the opportunity to review the plans before submission of the schematic design to the BRA.

Questions about land assembly (the Sawyer parcel is still under negotiation) and projected costs (\$400 per square foot for the condos with a three-year sellout) were also discussed. In response to a question about the status of the project in the South End, Eden Milroy noted that it is dependent on financing being secured for Park Square. Eden hopes that both projects will be ready to go by next summer.

The next meeting of the CAC will be sometime after the first of the year since the team will be focusing on financing and land acquisition for the next few months. The CAC will begin to refocus on issues of circulation and pedestrian space and the illusive "public improvements."

Commercial Meetings:

South Bay Association
Marlene Berlin Abramson (S)

Eastern Investors District Association
Peggy Gray (S), Dennis Brown (S)

Park Plaza Improvement Association
Paul Petrone

General Meetings:

Eastern District Alliance
Antonia Pollak

Friends of the Public Garden and Common
Amy Lee (S), Dan Collidge (S)

Also present were:

DAI

Victor Arnes, Michael Kau, Ann Johnson

Devilion

Allen Milroy, Scott Gonzalez, David Parafians

CW

Richard Hartman, Ali Nizvi, Wan-Chi Chan

CAC consultant

Dean Johnson

MINUTES OF A MEETING

February 15, 1989

A Meeting of the Park Plaza Civic Advisory Committee, Inc., was held in the offices of CBT/Childs Bertman Tseckares & Casendino, Inc., 306 Dartmouth Street, Boston, MA. on Wednesday February 15, 1989. Following informal discussion, the meeting was called to order by the President, Mrs. Trafford, at 3:25 p.m.

ATTENDANCE

Civic Members:

Bay village Neighborhood Association
June McCourt (d)

Neighborhood Association of the Back Bay
Stella Trafford (d), Richard Nemrow (a)

Four Seasons Place Condominium Association
Al Klebe (a)

Heritage-on-the-Garden Condominium Association
Meredith Kilpatrick (d), Richard Casner

Commercial Members:

Back Bay Association
Marianne Borlin Abrams (d),

Boston Theater District Association
Peggy Dray (d), Connie Brown (a)

Park Plaza Improvement Association
Paul Faraca

General Members:

Boston Preservation Alliance
Antonia Pollak

Friends of the Public Garden and Common
Henry Lee (d), Dan Coolidge (a)

Also present were:

BRA

Victor Karen, Michael Kau, Ann Johnson

Pavillion

Eden Milroy, Kent Gonzales, David Passafaro

CBT

Richard Bertman, Ali Rizvi, Wen-Chi Chou

CAC consultant

Dean Johnson

CONTENTS

1. Minutes
2. Financial Report
3. Status Report on Pavilion Project
4. CAC Comments on 144-150 Boylston St. Project
5. Review of Final Schematic Design

1. Minutes

Minutes of the previous CAC meeting on October 25, 1988, were distributed. Comments or revisions, if any, will be adopted at the next meeting.

2. Financial Report

Marianne Abrams reported that in addition to the current balance of approximately \$2,000 in the CAC account the BRA has an account with some \$8,000 which has never been drawn down by CAC. She will submit appropriate paid invoices for reimbursement.

3. Status Report on Pavilion Project

The schematic design being reviewed today will be submitted to the BRA shortly, assuming no major changes are required. Negotiations over land purchases are continuing; one of the parcels is owned by Frank Sawyer. It will be some time before they own the entire site; the development team must attempt to purchase each parcel from its owner before the BRA will step in under its eminent domain powers.

4. CAC Comments on 144-150 Boylston Street Project

A letter from the CAC President, Mrs. Trafford, to the BRA Director with the CAC comments on this project was distributed to the members. As discussed at previous meetings, the CAC is pleased with height, massing and overall design of the project by Fox/LDD architects Jung/Brannen. Support of the project was expressed, subject to continuing review as always. The communication was approved unanimously by a motion from Marianne Abrams.

5. Review of Final Schematic Design

Richard Bertman presented the plans again, from site plan through ground floor uses to residential and office floors. The treatment of the Lincoln statue was also discussed. Members raised a variety of issues, from moving the buses out

Park Plaza Civic Advisory Committee
Minutes of February 15, 1989
page 3

of the area to sidewalk details and tree plantings. In discussing the various uses and amenities in the building, Mr. Bertman noted that the fitness center on the first basement level would have a lap pool and be for the use of residents only.

Questions were raised regarding the use of limestone-colored precast stone; the architect noted that it would allow reasonable depth and shadow lines around the windows. If possible, the stone will also be used for balcony railings.

Paul Faraca asked about the estimated costs. Eden Milroy noted that they were too high at the moment but not just because of the design. Moving utilities will cost \$1 million, for example; 2200 feet of stone balustrades will also be around \$1 million. They will have to explore ways to reduce these costs.

Peggy Dray asked about included cultural uses. The plans show an art gallery of around 2200 square feet. Stella Trafford suggested consideration of a winter garden or sculpture garden which would be unique in the city. Mr. Bertman thought they might be able to open the office lobby to such a garden.

The Committee expressed its approval of the schematic design product; it looks forward to reviewing the further refinement and definition of the final design.

MEMORANDUM

Taken under Advisement

JULY 18, 1991

JUNE 27, 1991

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: HOMER RUSSELL, ASSISTANT DIRECTOR FOR
URBAN DESIGN AND DEVELOPMENT
THOMAS MAISTROS, SENIOR PROJECT MANAGER

SUBJECT: AUTHORIZATION FOR THE DIRECTOR TO ENTER INTO A GRANT
AGREEMENT WITH THE PARK PLAZA CIVIC ADVISORY COMMITTEE
FOR TECHNICAL SUPPORT SERVICES, CITIZEN PARTICIPATION AND
PLANNING ACTIVITIES RELATED TO THE PARK PLAZA URBAN
RENEWAL AREA.

EXECUTIVE

**SUMMARY: THIS MEMORANDUM REQUESTS THAT THE DIRECTOR BE
AUTHORIZED TO EXECUTE A GRANT AGREEMENT WITH THE
PARK PLAZA CIVIC ADVISORY COMMITTEE TO CONTINUE TO
PROVIDE FUNDS FOR TECHNICAL SUPPORT STAFF FOR
PROJECT COORDINATION AND REVIEW WITHIN THE PARK
PLAZA URBAN RENEWAL AREA, THE TERM OF THE AGREEMENT
WILL BE ONE YEAR WITH AN OPTION TO EXTEND SUBJECT TO
BRA BOARD APPROVAL.**

State approval of the Park Plaza Urban Renewal Plan in 1974 was granted subject to certain provisions including the formalization of the role of the Park Plaza CAC to advise the Authority on matters related to the Plan. A contract was executed between the Authority and the Park Plaza CAC on September 12, 1974 and has been subsequently amended on October 17, 1975, May 26, 1977 and September 27, 1977. The term of the contract extended to December 31, 1984.

The community review made possible by this contract has enabled the CAC to effectively structure and monitor a community agenda on the review of proposed development and public improvement projects in the Park Square Area. In light of the original city and state approvals for the Park Plaza Urban Renewal Plan which require a continuing role for the Park

Plaza CAC in the review of the Park Plaza Redevelopment, it is recommended that the

K10/15.BDM

Director be authorized to execute an agreement continuing to recognize the advisory role of the Park Plaza CAC. Under this agreement, the CAC shall agree to hold regular open meetings to elicit community responses and recommendations for planning and development activities in the Park Plaza Urban Renewal Area and communicate the interests and concerns of the community to the Authority.

The total funds to be made available to the CAC through this agreement will not exceed \$11,470.00. These funds are to be provided in the form of an \$8,970 payment for expenses incurred in engaging a technical consultant to assist the CAC in its advisory role to the BRA and \$2,500 for future technical assistants need of the CAC to be disbursed for actual costs incurred subject to the approval of the BRA project manager. At such time as there is active development in connection with the Park Plaza Urban Renewal Plan, an appropriate level of support for technical consultant services may be established by the parties through a contract amendment.

The CAC has submitted to the BRA staff an accounting of expenses incurred in hiring a technical consultant to assist it in its advisory role to the Authority and these itemized expenses have been reviewed by the BRA's Finance Department. These records indicate that the consultant services were primarily for the review of the Pavilion at Park Square Project and planned public improvements from July, 1988 through December, 1990.

The agreement term will be one year with an annual option to renew and will include a provision stipulating that the use of consultants or other technical services by the CAC must receive prior approval from the BRA. The BRA will seek funding for this agreement through the Neighborhood Development Fund.

An appropriate vote follows:

VOTED: That the Director be, and hereby is, authorized on the behalf of the Authority to execute a Grant Agreement with the Park Plaza Civic Advisory Committee in substantially the form attached to this Memorandum to the Board. Said agreement shall continue to recognize the advisory role of the Park Plaza CAC with respect to the Park Plaza Urban Renewal Area and shall extend for one year with an annual option to extend subject to BRA Board approval, and will authorize \$11,470.00 for payment of expenses incurred for technical consultant services and for future technical assistance needs of the Park Plaza CAC.

